

GENERAL PROVISIONS

1. This warranty applies to the original purchaser/occupier of the Island Style Pool. The Island Style Pools Care warranty covers only those items listed. Items not listed are covered for 2 years under the ROC (Arizona Registrar of Contractors) guidelines or the manufacturer's coverage.
2. The warranty covers normal use and does not apply or extend to properties that are used as Rental Properties or for Commercial purposes.
3. Covered items are repaired or replaced at Island Style Pool's discretion. Island Style Pools is the authorized warranty station for the Island Style Pools Care Warranty and all work done under the warranty must be scheduled through Island Style Pools Repair to be covered under this policy. The pool contract must be paid in full before the Island Style Pools Care coverage will be in effect.

ITEMS COVERED BY THE ISLAND STYLE POOLS CARE 3 YEAR WARRANTY

Plumbing System

Any leaks in the PVC plumbing installed by Island Style Pools; manual control valves; skimmers; plumbing fittings, or equipment header plumbed by Island Style Pools.

Equipment

All motor(s); pump(s); sand filter internals; backwash valves; water leveler canister(s) and lid(s); deck chlor canister(s) and lid(s); natural gas or propane heater and components, Pool Electric Panel

Cleaning System

Quikclean and Quikclean Max Systems including the Leaf Vac, housing and lid; Quick Skim skimmer(s) housing; in-floor cleaning nozzles, nozzle housing, distribution valve, or plumbing lines within the entire in-floor cleaning system (housing and internals)

Electrical Items

All wiring; connectors; conduit, control panel housing; time clock(s); pool light canister(s). Batteries for controllers and light bulbs are not covered.

Pool/Spa Structural Shell

Entire shotcrete pool shell including steel. Island Style Pools warrants that the pool shell will remain "structurally sound" and capable of holding water for the period of time owned by the original buyer, subject to reasonable care and maintenance. Upon failure of the shell to retain water, Island Style Pools will repair the shell to retain water, providing the buyer has complied with all the terms of the contract, including site drainage and the landscape drainage recommendations. Island Style Pools does not warranty against damage to the pool shell caused by failure to insure that pool is kept full except for a (3) day period each year for maintenance (in 73 degree or cooler weather), ground water rising above the lowest point of

the pool, or disasters not occasioned by Island Style Pools such as Acts of God. Island Style Pools does warranty against damage to the shell caused by soils that are expansive soil if our landscape guidelines are followed. The structural warranty may be transferred to a second owner of the property upon seller providing a written request to Island Style Pools within (30) days of the change of ownership and Island Style Pool's written agreement. Coverage will not extend for second owners beyond 10 years from the pool completion. Island Style Pools reserves the right and sole discretion to decline a transfer* (see below)

Steel Reinforcement

All the steel reinforcement in the structure of the pool shell, including rust migration** through the concrete shell to the interior surface finish. (*NOTE: Rebar repairs are covered unconditionally the first 3 years unless the interior finish had been damaged by improper water chemistry).

Pool Tile

All waterline ceramic tile, spa dam wall tile, raised beam tile and water feature tile installed over the shotcrete shell (excludes chemical damage, freezing, fading, mineral deposits, or any type of staining resulting from fluctuations in water balance).

Concrete Decking

All concrete decking installed by Island Style Pools does not warrant against check cracks, cracking or imperfections inherent in all decks and concrete products. Island Style Pools warranties damage caused by expansive soils providing owner has followed our landscape letter guidelines. Damage caused by owner's failure to ensure proper drainage away from the concrete deck, deck drains or the placement of watering devices within 3 feet is not covered under this warranty. Coverage applies to workmanship and materials only and not damages from externally caused issues. Cracks the width of a dime or larger will be fixed if all owner requirements have been adhered to and maintained.

Island Style Pools Deck

Island Style Pools Deck placed over concrete installed by Island Style Pools is warranted against chipping, peeling or flaking. This warranty does not cover failures or damages that are attributable to water constantly saturating the concrete deck, or over-rinsing or over-cleaning the deck finish, ASR (Alkali-Silica Reaction) or Sulfate Attack, fading or oxidation of color. Island Style Pools Deck over an owner's existing concrete carries a 2-year warranty.

Transfer Provisions and Limitations

The Island Style Pools Care 3-year warranty is valid only to the original purchaser. However, upon written request and within (2) years from original start-up date, Island Style Pools may, but is not required to, transfer to a second owner, with coverage based upon a mandatory site inspection that must be completed by an Island Style Pools Warranty representative to determine eligibility. An administrative fee for change of policy ownership will be required to transfer to a 2nd owner. If the transfer is approved, the second owner will then receive the balance of the coverage which was available to the original owner. In any event, coverage will terminate (3) years from the original start-up date of the Island Style Pools. Island Style Pools reserves the right to decline any transfer request.

WARRANTY PERIODS

- 3 Year Warranty - All Island Style Pools Deck Surfaces placed over concrete installed by Island Style Pools.
- 3 Year Warranty - Pump, pump motors and natural gas or propane heaters (covers workmanship and materials for 3 full years).
- 3 Year Warranty - All water line tile installed by Island Style Pools (see specifics under pool tile).
- 3 Year Warranty - All water filter tanks and sand filter internals (covers workmanship and materials 3-years not cartridges or sand filter media).
- Lifetime Warranty* - Island Style Pools Pebble (covers materials for original owner, 10 years full on workmanship & pro-rated years 11-15.)
- Lifetime Warranty* - Swimming Pool/Spa shotcrete shell. Rebar reinforcement (based upon coverage guidelines listed above).
- Lifetime Warranty*- Quikclean, QuikcleanMax and Quikclean Extreme systems including in-floor nozzles, nozzle housing, distributor valve, Leaf Vac housing and Quik Skim Skimmer housing (per Quikclean warranty certificates).

The materials and equipment listed above in the construction of your Island Style Pools pool are warranted to be free of defects for a period of three (3) years from the date the interior finish is completed. In the event the swimming pool or the equipment fail to perform when maintained and used in a regular manner, or a defect or malfunction develops, Island Style Pools will correct, at no expense to the buyer, the first 3 years. In years 2 and 3, there is a fixed copay/ deductible per service call run. This means your labor cost is fixed in years 2 and 3 on certain products covered by the warranty.

WARRANTY CALLS: The pool owner, or an authorized agent (for owner), must notify Island Style Pools of a malfunction of any warranted item by calling (480) 322-3472 as soon as a problem is found. A service call, or inspection, will be made by an authorized Island Style Pools technician/inspector. **Work done on any of the equipment or any portion of the pool by an owner or an owner's agent will void the warranty.** The first year of ownership there are no out of pocket costs for covered items. In years 2 and 3, some product is covered, and a copay/deductible is collected for each service call run. The copay/deductible rates are based upon the city you reside in. **The copay/deductible per call for your policy is \$ 0.**

LIMITATIONS: Island Style Pools is responsible for the repair or replacement of warranted items and equipment that malfunctions during the course of normal use. All workmanship warranties comply to and are regulated by the Arizona Registrar of Contractors. **Island Style Pools is not responsible to repair or replace any items or equipment which is damaged as a result of:**

1. Improper repair work not performed by authorized Island Style Pools personnel. This includes alterations, modifications, or additions made to the pool installation by anyone other than Island Style Pools, including solar installations, salt systems, or anything that changes our original installation.
2. An owner's failure to maintain or service their equipment as outlined in the owner's manual or manufacturer guidelines, including the failure to take care of, or maintain, proper chemical balance of the pool water.
3. Missing parts, structural damages to pool by other incidents, fire, electrical failure or surges, water damage, lightning, mud, earthquakes, storms, freezing, accidents, pest damage, or Acts of God.
4. Damages that are caused by customer neglect.
5. Any changes to or around the pool by the owner, including deck or landscape that affect drainage away from the swimming pool or structure.
6. Changes that constitute a violation of current building codes and could affect the swimming pool installation.

Island Style Pools does not warranty any work done, or provided by an owner, an owner's agent, or Island Style Pools referred 3rd party licensed contractor who is dealing direct with an owner. Island Style Pools shall not be liable for any loss or damages that take place to the shell, decking, tile, or other pool products, from landscape drainage not done properly by an owner (around the pool) after the pool is completed.

Island Style Pools is not responsible for costs associated with building code changes, local, state, or federal legislative changes, or requirements that require any part of a pool design (or equipment) be changed, or upgraded, after a pool has been built and is operational.

Island Style Pools is not responsible or liable for incidental or consequential damages of any kind that can or may occur from the use, ownership, or purchase and installation of the pool. Island Style Pools is not responsible for replacement or repair of normal wear and tear items such as skimmer weir door, pump lids and basket(s), rubber gaskets or O-rings, filter pressure gauges, D.E. Filter grids; Sand Filter media; light bulbs, remote control batteries, the deck expansion joints, deck-a-drain wear or damage from Arizona heat and UV. Items covered are specified and listed in the coverage above.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTIONS IN THIS DOCUMENT

LIMITATIONS

Island Style Pools will determine if items or equipment shall be repaired or replaced. Island Style Pools is not responsible for matching colors or brands that are no longer available but will make every reasonable effort to get the colors as close as possible. Island Style Pools reserves the right to substitute parts or items, as deemed necessary, by Island Style Pools. In the event of changes to the building codes, safety requirements, or state or federal requirements, Island Style Pools is not responsible for any additional material or labor costs, or the performance of specialty services, required to repair a swimming pool and bring it into compliance with the new requirements

Assignment

This warranty is for the sole benefit of the original pool purchaser and is not assignable by the owner to other parties, including family members, relatives, personal trusts, friends, etc. Policy coverage terminates with the sale of the home, or any change in ownership, including transferring home ownership to a family member (or any party) who did not participate in the original purchase of the swimming pool. Island Style Pools Pool grants the policy coverage and benefits to the original purchaser only. (See transferability options under Island Style Pools Care 3 Year Warranty specifics).

Wrongful Cancellation

If the BUYER wrongfully cancels the contract at any time after its execution, the BUYER shall be responsible to Island Style Pools for all damages and costs associated with the cancellation.

A.R.S. 32-1158.01

Under A.R.S. 32-1133, a customer of a licensed contractor has the right to file a written complaint against the contractor with the Arizona Registrar of Contractors within two years of the commission of an act in violation of A.R.S. 32-1154.A. Written material regarding the procedures of the Registrar of Contractors for resolution of disputes with licensed may be obtained by contacting the Arizona Registrar of Contractors, 1700 W. Washington, Suite 105, Phoenix, AZ.; or phone (602) 542-1323; or by email at web.keeper@roc1.rc.state.az.us or at www.rc.state.az.us [A.R.S. 32-1158.01]

The purchaser is advised that the contractor is required to provide you with specific written information regarding your rights regarding home solicitation and referral sales in this contract pursuant to A.R.S. Title 44, Chapter 15. A copy of Title 44, Chapter 15, may be obtained from various state resources including: The Arizona Secretary of State, 1700 W. Washington, 7th Floor, Phoenix, AZ. 85007-2888; or telephone: (602) 542-4285; or (TOLL FREE within Arizona) 1 (800) 458-5842 or at their website at www.soaz.com [A.R.S. 32-1158.01.A4]

UNLESS THERE IS OTHER WRITTEN AGREEMENTS WHICH ALTER THIS CONTRACT, THE BUYER AGREES TO THE FOLLOWING:

1. The BUYER has agreed that the terms of this contract will prevail in case of a difference between the plans, plan specifications.
2. The location of the swimming pool, equipment, natural area open spaces (NAOS) and utilities have been designated by the BUYER. The BUYER agrees that the pool site is within the property lines and NAOS restricted areas. The property lines used to locate the swimming pool will be the fence line and if no fence exists the property lines on the plot plan will be used. If requested, Island Style Pools will assist the BUYER in locating the utility lines. The Buyer agrees it will be responsible for any costs in connection with property lines, NAOS spaces and utilities, incurred either as a result of Island Style Pool's effort or information obtained from the BUYER or public utility companies.
3. The BUYER has agreed to be responsible for all costs (access, engineering and excavation costs) that may be required because of City Storm Water Lot Retention requirements.
4. The BUYER agrees that any initial deposit is non-refundable.
5. The BUYER agrees to be responsible for getting their homeowners association approval and all associated costs for such approval.
6. The BUYER has agreed to provide Island Style Pools with adequate access and a site free of debris or obstacles prior to the start of construction and through to the completion of the project.
7. The BUYER has agreed to furnish Island Style Pools with any water, power or other utilities necessary to complete the pool and fulfill this contract. The BUYER understands that if power is not available at any time, the completion of the pool may be delayed.
8. The BUYER has agreed to obtain permission for access from the owner(s) of adjacent properties (if required), and the BUYER assumes full responsibility for any costs or damages associated with that access (i.e. landscape materials, irrigation, etc.).
9. The BUYER agrees to provide all necessary fencing, signage, safety devices, and glazing that may be required by law, regulations or neighborhood or home owner association requirements.
10. The BUYER agrees to obtain at their expense, post on site and pay for a fence building permit, whenever fencing is to be done by the BUYER, and if their municipality requires a fence building permit.
11. The BUYER understands that inclement weather, acts of God, or unavailability of construction materials or other conditions beyond Island Style Pools' control may cause delays for which Island Style Pools is not responsible.
12. The BUYER agrees that any changes or additions to this contract must be made in writing upon a price mutually agreed to and signed by both the BUYER and an authorized Island Style Pools representative. The BUYER and Island Style Pools agree that this contract may be amended or modified only in writing and signed by both parties.
13. The BUYER agrees that when the pool contract amount is placed in the first mortgage or an escrow account, all sums for changes or additions to the contract are to be paid at the time of the change, or if payment violates A.R.S. 32-1158.01, payment will be per the payment schedule. The only exception will be when Island Style Pools receives written verification stating the total sum for changes has been added to the first mortgage or escrow account.
14. The BUYER agrees that any financial assistance from Island Style Pools is not a condition of this contract. The BUYER agrees that all funds Island Style Pools has assisted the BUYER in obtaining will be used for the sole purpose of a home improvement.
15. The BUYER agrees that this contract and any addendum signed by the buyer and an authorized Island Style Pools representative constitute the full agreement between the BUYER and Island Style Pools and that no other agreements have been made.
16. BUYER agrees that the physical- layout of the pool design on site is the start of the work.

